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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

2

 IMPORTANT: Mark all packages and papers with contract and/or order numbers.

 DATE OF ORDER 12/17/2020
 CONTRACT NO. 68HE0H18A0001
 ORDER NO. 68HERH21F0067

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTE
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	terms and conditions from EPA BPA Number					
	68HE0H18A0001 by reference.					
	This is a time-and-materials call order					
	with a total not to exceed amount of					
	\$579,980.00. The contractor shall perform					
	in accordance with the attached Statement					
	of Work. Funding in the amount of					
	\$150,000.00 is hereby provided.					
	Attachments:					
	1) Statement of Work					
	2) EPA Local Clause EPA-G-42-101 CONTRACT					
	ADMINISTRATION REPRESENTATIVES					
	3) EPA-B-32-103 LIMITATION OF GOVERNMENT'S					
	OBLIGATION					
	4) Implementation of Section 4 of Executive					
	Order 13950					
	5) FAR Clause FAR 52.204-25					
	InvoiceApprover: Caterina Hatcher Alt					
	Invoice App: Brendan Hall					
	Admin Office:					
	HQAD					
	US Environmental Protection Agency					
	William Jefferson Clinton Building					
	1200 Pennsylvania Avenue, N. W.					
	Mail Code: 3803R					
	Washington DC 20460					
	Accounting Info:					
	20-21-B-58E3-000A46XP3-2505-2058EE0100-001					
	BFY: 20 EFY: 21 Fund: B Budget Org: 58E3					
	Program (PRC): 000A46XP3 Budget (BOC): 2505					
	DCN - Line ID: 2058EE0100-001					
	Period of Performance: 12/19/2020 to					
	12/18/2021					
01	Strategic Market Transformation through				579,980.00	
	ENERGY STAR Public Sector Engagement - Time					
	and Materials Line Item - Total hours: (b)(4)	1				
		1				
	The total amount of award: \$579,980.00. The					
	obligation for this award is shown in box					
	17(i).					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				\$579,980.00	

#### Attachment 1:

#### STATEMENT OF WORK

Title: Strategic Market Transformation through ENERGY STAR Public Sector Engagement

#### I. BACKGROUND:

Energy efficiency is one of the lowest cost strategies for improving the environmental performance of commercial buildings. Since 1992, the ENERGY STAR program has served as a trusted source of information to help consumers and organizations throughout the nation adopt energy-efficient products and practices. Through ENERGY STAR, EPA promotes energy efficiency across the residential, commercial and industrial sectors to help organizations cost-effectively improve properties while reducing emissions. The long-term goal of the ENERGY STAR program is to achieve market transformation nationwide, meaning that barriers are overcome and energy-efficient decisions are made routinely. Cost-effective energy waste is ultimately eliminated. The ENERGY STAR program has thousands of partners nationwide, which span the commercial, industrial, and residential markets representing both "supply" and "demand." ENERGY STAR helps bring partners together through simple and easy to use solutions that lead to energy-efficient decisions.

Through this Call Order, EPA seeks to continue to engage public sector organizations to help them lead by example, learn about successful policies and programs that reduce barriers to energy efficiency, and implement policies and programs that advance energy efficiency in the commercial, industrial, and residential markets. Federal, regional, state, and local governmental organizations play a large part in improving the energy performance of the built environment. A key part of this task order is to help public sector organizations leverage EPA's publicly available set of tools and resources to help advance energy efficiency in their communities. The activities conducted under all tasks below should, to the maximum extent possible, leverage and integrate with priority branch initiatives such as the Treasure Hunt campaign and tenant engagement activities. For each task in this call order, the contractor may be required to coordinate with the incumbent contractor to transition tasks.

As many states and localities adopt benchmarking requirements that seek to make energy performance information actionable, and develop initiatives to drive improvement, ENERGY STAR provides a framework for implementation. This same framework is used by many partners on a voluntary basis to recognize measurable results from national and community-based energy efficiency competitions and campaigns. By supporting successful implementation of these voluntary efforts, ENERGY STAR motivates organizations to replicate the approaches of "early adopters," which serve as models of energy efficiency for others to follow.

For the purpose of this call order, "public sector" includes governmental and K-12 education organizations on all levels, including quasi-governmental organizations. Since this call order focuses on reducing barriers to energy efficiency in geographic areas across the commercial, industrial, and residential markets, it is necessary for the Contractor to work with these organization types, coordinate with other call orders within the commercial and industrial branch, and coordinate across other parts of EPA. More specific information is contained in the tasks that follow.

#### II. SCOPE OF WORK

## **Task 1: Program Administration**

### Invoices and progress tracking

The Contractor shall provide monthly invoices detailing activities, corresponding level of effort and personnel. The Contractor shall also provide a spreadsheet of monthly running totals of spending-to-date by task and overall, with a comparison for each against expected spending-to-date assuming straight-line spending.

The Contractor shall track all significant progress toward achieving EPA's stated goals and other metrics as decided by EPA COR. The Contractor shall provide a monthly goals report in a format to be approved by the EPA COR.

## Meetings

The Contractor shall meet with the EPA COR on a regular basis, in person or via conference call, for project update purposes and technical direction. Upon COR direction, the Contractor shall prepare and submit a meeting summary to the COR and all team members within 3 business days.

In addition, the Contractor shall ensure that appropriate individuals on the stakeholder support team attend any general ENERGY STAR programmatic meetings, as needed.

### Deliverables:

- 1.1 Monthly invoice/progress report is provided per contract requirements on the 20<sup>th</sup> of each month.
- 1.2 Monthly running totals by task spreadsheet is provided by the 20<sup>th</sup> of each month,
- 1.3 The Contractor shall send meeting summaries within 3 business days, and
- 1.4 The Contractor shall report progress on goals monthly.

## **Task 2: Assistance with Program Evaluation**

Estimating program impacts, ensuring data accuracy, and protecting ENERGY STAR brand integrity are important to demonstrating the success of the ENERGY STAR program. The Contractor shall provide support with program evaluation, such as conducting research, analyzing data, preparing materials and documents, and reviewing and peer reviewing methods of calculating the program savings achieved through ENERGY STAR activities. With extensive technical expertise and historical knowledge of ENERGY STAR program evaluation methodologies (See link:

https://www.energystar.gov/about/origins\_mission/energy\_star\_numbers), the Contractor shall develop the methodology(ies) and calculate program impacts. To help ensure data accuracy and brand integrity, the Contractor shall provide support to research, analyze, document, and follow up with partners if data accuracy and/or brand integrity issues are determined.

The outcomes of this task are as follows:

- Develop technical methodology(ies),
- Program savings analysis is completed,
- Peer review is conducted and report written as needed,
- Data accuracy and brand integrity maintained.

#### Deliverables:

- 2.1 Provide EPA COR with draft and final technical methodology(ies) report(s) upon COR direction
- 2.2 Provide EPA COR with draft and final report of program savings analysis upon COR direction, and
- 2.3 Provide EPA COR with draft and final peer review report of program savings analysis upon COR direction.
- 2.4 Provide EPA COR with draft and final report of data accuracy/brand integrity report upon COR direction.

#### Task 3: Regional, State, and Local Organizations

The ENERGY STAR program has a large leadership group of partners across all market sectors that are demonstrating and sustaining energy efficiency. These organizations view energy costs as controllable and work to redirect the resources spent on energy waste to sustaining successful energy management practices within their organizations. These examples of success can help demonstrate to many public and private sector organizations that energy efficiency goes hand-in-hand with fiscal responsibility and profitability. Removing barriers to energy efficiency through state and local policies and programs can help more organizations harness their energy efficiency opportunities, which will create more jobs. As resources for state and local energy efficiency programs decline, EPA's ENERGY STAR tools and resources can continue to help state and local governments advance energy efficiency in public and private sector facilities to help achieve energy efficiency goals and bring energy efficiency to scale nationwide.

Specifically, local governments are a key group to leverage to help foster a local market for building energy efficiency. Local governments that are models of energy efficiency can serve as examples for other building owners in their communities to emulate. Using their relationships with building owners within their jurisdiction, they can help move community-wide energy efficiency forward through outreach, promotions, incentives, and recognition. Building on the current momentum in this area across the country, more local governments can create community efficiency competitions and campaigns that leverage ENERGY STAR tools and resources and yield measurable reductions and jobs. Additionally, EPA will continue to support required benchmarking and improvement efforts by providing direct technical support and off-the-shelf resources to local and state governments, non-profit organizations, and others.

Coordination with the ENERGY STAR Utility Team and Service and Product Provider Team is a growing priority with EPA's central goals of improving access to data needed to benchmark and forging connections with efficiency expertise to drive improvement. State and local benchmarking and transparency initiatives can only be successful if covered building owners have access to energy and water data needed for a whole-building assessment of performance and the tools, resources, and support to overcome barriers to improvement.

Through this task, the Contractor shall provide support including, but not limited to, the following activities:

- Develop and promote ENERGY STAR tools and resources to public sector and non-profit organizations to support cost-effective implementation of their programs and initiatives, including by promoting to prospective program administrators the support that EPA can offer;
- Promote on-going and annual ENERGY STAR recognition opportunities, such as ENERGY STAR certification and recertification – including via pro bono verification, ENERGY STAR Awards, and the annual "Top Cities" ranking to public sector and non-profit organizations;
- Determine key barriers to energy efficiency in these areas and help implement initiatives to overcome them, including as related to data quality and/or data verification;
- Integrate activities under this call order with ENERGY STAR program activities to foster a market for energy efficiency in geographic areas, including by:
  - Synergizing with the Utility team to advance utility data access and improve coordination with utility program offerings in geographic areas to reduce barriers to energy and water data, make benchmarking easier, and help organizations to eliminate energy waste;
  - Promoting integration of the ENERGY STAR Service and Product Provider (SPP) network to support improvement and foster education and training efforts in local markets in support of benchmarking initiatives, including through collaboration with education organizations;
- Coordinate with the commercial real estate team to develop a program to assist 2 or 3 local governments in partnering on an initiative to engage smaller Class B and C office owners and managers in energy efficiency activities;

- Coordinate with key public sector-focused associations, such as the National Association of Energy Officials (NASEO), US branch of the International City/County Management Association (ICMA), to promote integration of ENERGY STAR tools and resources into local, state, and regional initiatives to their members;
- Provide communications support, including writing or developing articles, web content, factsheets, talking points, press release text, presentations, and animated training as needed upon COR direction, including to feature the success stories of "model" ENERGY STAR regional, state, and local activity;
- Help active states and local governments determine how to evaluate their benchmarking and efficiency improvement initiatives and assist with the evaluation upon COR direction;
- Coordinate with cities, national market transformation organizations, and other federal agencies to promote building performance information that is consistent, engaging, and actionable upon COR direction.

Through these and other activities the Contractor shall achieve the following outcomes:

- Provide support to active participant and prospect local governments to increase cumulative benchmarking results.
- Provide targeted/priority support to 2-3 or more "model" regional, state, and local organizations.
- Engage with 5-10 state and/or local governments to promote ENERGY STAR certification for public and private sector buildings throughout their jurisdiction.
- Engage with 5 or more state or local governments actively working with ENERGY STAR to advance energy efficiency in commercial and industrial markets.
- Web/print content updated regularly to promote local governments leveraging ENERGY STAR tools and resources in community energy efficiency campaigns.

The Contractor shall provide monthly updates on any relevant regional, state, and local information. This update is currently referred to as C&I Public Sector Monthly Progress Report.

#### Deliverables:

- 3.1 Monthly updates on progress to COR as part of routine monthly invoicing/progress reporting process.
- 3.2 Outcomes referenced above achieved by the end of the period of performance
- 3.3 Provide biweekly the state and local activity consolidated spreadsheet.

#### Task 4: K-12 Sector

Over the past few years, K-12 school districts have certified many schools and strived to reduce energy use district-wide. In the coming year, ENERGY STAR hopes to continue to grow this success. The role that service and product providers (SPP's) have played in

helping increase the number of schools benchmarking and achieving energy efficiency has been significant. States have also played a key role in advancing energy efficiency in schools. The Contractor shall propose activities that will achieve EPA's goals in the K-12 market.

The Contractor shall provide support including, but not be limited to, the following:

- Plan and hold networking webcasts with all K-12 partners highlighting practices and successes of different school districts;
- Promote on-going and annual ENERGY STAR recognition opportunities, such as ENERGY STAR certification and recertification—including via pro bono verification, and ENERGY STAR Awards to the K-12 sector and related nonprofit organizations;
- Coordinate with Utility and SPP Team to advance energy efficiency in the K-12 market:
- Provide guidance to school districts about how to incorporate ENERGY STAR into their healthy, high performance efforts, clean energy initiatives and/or green building efforts;
- Communications support, like writing or developing articles, web content, factsheets, talking points, press release text, presentations, and animated training as needed upon COR direction, and;
- Provide support on integrating ENERGY STAR into performance contracting and other innovative financing solutions, such as revolving loan programs and qualified bonds;
- Provide support to and work through associations with members that are K-12 school districts or school officials;
- Provide coordinated support with Task 3 regarding states, localities, and market transformation groups focusing on outreach and support to improve the energy efficiency of schools;
- Coordinate ENERGY STAR outreach with EPA's team on Indoor Air Quality in the Indoor Environments Division, the Office of Children's Health, and other related EPA and non-EPA Federal programs.

The Contractor shall provide monthly updates on K-12 activities. This update is currently referred to as C&I Public Sector Monthly Progress Report.

Through these and other activities, the Contractor shall achieve, but not be limited to, the following, outcomes:

- Provide support to K-12 schools to increase cumulative benchmarking results, and
- Provide support to schools seeking recognition for energy efficiency achievements through the ENERGY STAR program.

## Deliverables:

- 4.1 Monthly updates on progress to COR as part of routine monthly invoicing/progress reporting process
- 4.2 Outcomes referenced above achieved by the end of the period of performance

## Task 5: Federal Sector

The Contractor shall provide support to help Federal agencies use ENERGY STAR tools and resources. Federal agencies are required by Congress to benchmark the energy efficiency of metered Federal buildings and lease ENERGY STAR certified buildings, with few exceptions. Master-metering continues to be a large barrier for Federal agencies to understand the actual energy consumption of the buildings they own, manage, and/or occupy. The Contractor shall provide this support through the following activities:

- Provide support to help federal agencies use ENERGY STAR tools and resources. The Contractor shall provide support actively to GSA, DOE, DOC, EPA, HHS, DOI, DOL, DHS, NPS, VA and other agencies;
- Convening meetings/web-based training with key Federal agency staff;
- Communications support, like writing or developing articles, web content, factsheets, talking points, press release text, presentations, and animated training as needed upon COR direction, and
- Promote on-going and annual ENERGY STAR recognition opportunities, such as ENERGY STAR certification and recertification and ENERGY STAR Awards to the Federal sector and related non-profit organizations.

The Contractor shall provide monthly updates on Federal activities. This update is currently referred to as C&I Public Sector Monthly Progress Report.

Through these and other activities, the Contractor shall achieve, but not be limited to, the following, outcomes:

- At least 8 federal agencies actively using Portfolio Manager to meet multiple Federal requirements.

#### Deliverables:

- 5.1 Monthly updates on progress to COR as part of routine monthly invoicing/progress reporting process,
- 5.2 Convene meetings/web-based training with federal agency staff upon COR direction,
- 5.3 Outcomes referenced above achieved by the end of the period of performance

## Task 6: Water and Wastewater Sector

From 2008 through present, EPA has been working with EPA Regions, EPA Office of Water, Consortium for Energy Efficiency, and others to advance benchmarking in these two industries. EPA plans to continue to work with stakeholders to encourage the use of Portfolio Manager and to further learn what enhancements would be useful for users, while working with EPA's Office of Water (OW).

The Contractor shall provide support to water and wastewater utilities to help increase energy efficiency improvements in these industries. The Contractor shall provide support for this effort including, but not limited to, the following activities:

- Organizing and holding conference calls/webcasts as needed per COR direction (approximately 1 per quarter, including joint webcasts mentioned below);
- Refining presentations and drafting documents to be used by EPA and associations about how to use the tools and resources available;
- Coordinate with utility and service and product provider partner activity;
- Coordinate and support joint activities with EPA OW; and
- Provide support to and work through associations with members that are water and/or wastewater utilities or corresponding officials.

The Contractor shall provide monthly updates on water and wastewater activities. This update is currently referred to as C&I Public Sector Monthly Progress Report.

Through these and other activities, the Contractor shall achieve, but not be limited to, the following, outcomes:

- One webcast per quarter with EPA OW about benchmarking, clean energy best practices, and/or financing projects.
- Value proposition for water and wastewater utilities to prioritize energy efficiency upon COR direction.

#### Deliverables:

- 6.1 Monthly updates on progress to COR as part of routine monthly invoicing/progress reporting process;
- 6.2 Approximately one webcast per quarter for the water and/or wastewater audience,
- 6.3 Provide draft and final content for presentations and documents upon COR request, and;
- 6.4 Outcomes referenced above achieved by the end of the period of performance.

## Attachment 2: EPA Local Clause EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contracting Officer's Representative: Caterina Hatcher

Phone: 202-343-9676

Email: <u>Hatcher.Caterina@epa.gov</u>

Alternate Contracting Officer's Representative: Brendan Hall

Phone: 202-343-9939

Email: hall.brendan@epa.gov

Contracting Officer: Tomeka Hall

Phone: 202-564-3039

Email: hall.tomeka@epa.gov

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$150,000.00 of the total price is presently available for payment and allotted to this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION:** 

Total Maximum Amount: \$579,980.00

Funded Amount: \$150,000.00

(End of Clause)

#### **Attachment 4:**

## Title:

<u>Implementation of Section 4 of Executive Order 13950 Combating Race and Sex Stereotyping</u>

## Text:

- (a) Definitions. As used in this attachment:
- (1) "Race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.
- (2) "Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex. It similarly encompasses any claim that, consciously or unconsciously, and by virtue of his or her race or sex, members of any race are inherently racist or are inherently inclined to oppress others, or that members of a sex are inherently sexist or inclined to oppress others.
- (b) Requirements for Government Contractors. During the performance of this contract, the Contractor agrees as follows:
- (1) The Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that:
- (a) one race or sex is inherently superior to another race or sex;
- (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (e) an individual's moral character is necessarily determined by his or her race or sex;
- (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) In the event of the Contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.
- (4) The Contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Attachment 5:

#### FAR Clause 52.204-25

# Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

#### (b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at

paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (d) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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## **Presidential Documents**

Executive Order 13985 of January 20, 2021

## Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered:

Section 1. Policy. Equal opportunity is the bedrock of American democracy, and our diversity is one of our country's greatest strengths. But for too many, the American Dream remains out of reach. Entrenched disparities in our laws and public policies, and in our public and private institutions, have often denied that equal opportunity to individuals and communities. Our country faces converging economic, health, and climate crises that have exposed and exacerbated inequities, while a historic movement for justice has highlighted the unbearable human costs of systemic racism. Our Nation deserves an ambitious whole-of-government equity agenda that matches the scale of the opportunities and challenges that we face.

It is therefore the policy of my Administration that the Federal Government should pursue a comprehensive approach to advancing equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of our Government. Because advancing equity requires a systematic approach to embedding fairness in decision-making processes, executive departments and agencies (agencies) must recognize and work to redress inequities in their policies and programs that serve as barriers to equal opportunity.

By advancing equity across the Federal Government, we can create opportunities for the improvement of communities that have been historically underserved, which benefits everyone. For example, an analysis shows that closing racial gaps in wages, housing credit, lending opportunities, and access to higher education would amount to an additional \$5 trillion in gross domestic product in the American economy over the next 5 years. The Federal Government's goal in advancing equity is to provide everyone with the opportunity to reach their full potential. Consistent with these aims, each agency must assess whether, and to what extent, its programs and policies perpetuate systemic barriers to opportunities and benefits for people of color and other underserved groups. Such assessments will better equip agencies to develop policies and programs that deliver resources and benefits equitably to all.

- **Sec. 2.** Definitions. For purposes of this order: (a) The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
- (b) The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."

- Sec. 3. Role of the Domestic Policy Council. The role of the White House Domestic Policy Council (DPC) is to coordinate the formulation and implementation of my Administration's domestic policy objectives. Consistent with this role, the DPC will coordinate efforts to embed equity principles, policies, and approaches across the Federal Government. This will include efforts to remove systemic barriers to and provide equal access to opportunities and benefits, identify communities the Federal Government has underserved, and develop policies designed to advance equity for those communities. The DPC-led interagency process will ensure that these efforts are made in coordination with the directors of the National Security Council and the National Economic Council.
- **Sec. 4.** *Identifying Methods to Assess Equity.* (a) The Director of the Office of Management and Budget (OMB) shall, in partnership with the heads of agencies, study methods for assessing whether agency policies and actions create or exacerbate barriers to full and equal participation by all eligible individuals. The study should aim to identify the best methods, consistent with applicable law, to assist agencies in assessing equity with respect to race, ethnicity, religion, income, geography, gender identity, sexual orientation, and disability.
- (b) As part of this study, the Director of OMB shall consider whether to recommend that agencies employ pilot programs to test model assessment tools and assist agencies in doing so.
- (c) Within 6 months of the date of this order, the Director of OMB shall deliver a report to the President describing the best practices identified by the study and, as appropriate, recommending approaches to expand use of those methods across the Federal Government.
- **Sec. 5.** Conducting an Equity Assessment in Federal Agencies. The head of each agency, or designee, shall, in consultation with the Director of OMB, select certain of the agency's programs and policies for a review that will assess whether underserved communities and their members face systemic barriers in accessing benefits and opportunities available pursuant to those policies and programs. The head of each agency, or designee, shall conduct such review and within 200 days of the date of this order provide a report to the Assistant to the President for Domestic Policy (APDP) reflecting findings on the following:
- (a) Potential barriers that underserved communities and individuals may face to enrollment in and access to benefits and services in Federal programs;
- (b) Potential barriers that underserved communities and individuals may face in taking advantage of agency procurement and contracting opportunities:
- (c) Whether new policies, regulations, or guidance documents may be necessary to advance equity in agency actions and programs; and
- (d) The operational status and level of institutional resources available to offices or divisions within the agency that are responsible for advancing civil rights or whose mandates specifically include serving underrepresented or disadvantaged communities.
- **Sec. 6.** Allocating Federal Resources to Advance Fairness and Opportunity. The Federal Government should, consistent with applicable law, allocate resources to address the historic failure to invest sufficiently, justly, and equally in underserved communities, as well as individuals from those communities. To this end:
- (a) The Director of OMB shall identify opportunities to promote equity in the budget that the President submits to the Congress.
- (b) The Director of OMB shall, in coordination with the heads of agencies, study strategies, consistent with applicable law, for allocating Federal resources in a manner that increases investment in underserved communities, as well as individuals from those communities. The Director of OMB shall report the findings of this study to the President.

- **Sec. 7.** Promoting Equitable Delivery of Government Benefits and Equitable Opportunities. Government programs are designed to serve all eligible individuals. And Government contracting and procurement opportunities should be available on an equal basis to all eligible providers of goods and services. To meet these objectives and to enhance compliance with existing civil rights laws:
- (a) Within 1 year of the date of this order, the head of each agency shall consult with the APDP and the Director of OMB to produce a plan for addressing:
  - (i) any barriers to full and equal participation in programs identified pursuant to section 5(a) of this order; and
  - (ii) any barriers to full and equal participation in agency procurement and contracting opportunities identified pursuant to section 5(b) of this order.
- (b) The Administrator of the U.S. Digital Service, the United States Chief Technology Officer, the Chief Information Officer of the United States, and the heads of other agencies, or their designees, shall take necessary actions, consistent with applicable law, to support agencies in developing such plans. Sec. 8. Engagement with Members of Underserved Communities. In carrying out this order, agencies shall consult with members of communities that have been historically underrepresented in the Federal Government and underserved by, or subject to discrimination in, Federal policies and programs. The head of each agency shall evaluate opportunities, consistent with applicable law, to increase coordination, communication, and engagement with community-based organizations and civil rights organizations.
- **Sec. 9.** Establishing an Equitable Data Working Group. Many Federal datasets are not disaggregated by race, ethnicity, gender, disability, income, veteran status, or other key demographic variables. This lack of data has cascading effects and impedes efforts to measure and advance equity. A first step to promoting equity in Government action is to gather the data necessary to inform that effort.
- (a) Establishment. There is hereby established an Interagency Working Group on Equitable Data (Data Working Group).
  - (b) Membership.
  - (i) The Chief Statistician of the United States and the United States Chief Technology Officer shall serve as Co-Chairs of the Data Working Group and coordinate its work. The Data Working Group shall include representatives of agencies as determined by the Co-Chairs to be necessary to complete the work of the Data Working Group, but at a minimum shall include the following officials, or their designees:
    - (A) the Director of OMB;
  - (B) the Secretary of Commerce, through the Director of the U.S. Census Bureau;
    - (C) the Chair of the Council of Economic Advisers;
    - (D) the Chief Information Officer of the United States;
  - (E) the Secretary of the Treasury, through the Assistant Secretary of the Treasury for Tax Policy;
    - (F) the Chief Data Scientist of the United States; and
    - (G) the Administrator of the U.S. Digital Service.
  - (ii) The DPC shall work closely with the Co-Chairs of the Data Working Group and assist in the Data Working Group's interagency coordination functions.
  - (iii) The Data Working Group shall consult with agencies to facilitate the sharing of information and best practices, consistent with applicable law.
  - (c) Functions. The Data Working Group shall:

- (i) through consultation with agencies, study and provide recommendations to the APDP identifying inadequacies in existing Federal data collection programs, policies, and infrastructure across agencies, and strategies for addressing any deficiencies identified; and
- (ii) support agencies in implementing actions, consistent with applicable law and privacy interests, that expand and refine the data available to the Federal Government to measure equity and capture the diversity of the American people.
- (d) OMB shall provide administrative support for the Data Working Group, consistent with applicable law.
- **Sec. 10**. Revocation. (a) Executive Order 13950 of September 22, 2020 (Combating Race and Sex Stereotyping), is hereby revoked.
- (b) The heads of agencies covered by Executive Order 13950 shall review and identify proposed and existing agency actions related to or arising from Executive Order 13950. The head of each agency shall, within 60 days of the date of this order, consider suspending, revising, or rescinding any such actions, including all agency actions to terminate or restrict contracts or grants pursuant to Executive Order 13950, as appropriate and consistent with applicable law.
- (c) Executive Order 13958 of November 2, 2020 (Establishing the President's Advisory 1776 Commission), is hereby revoked.
- **Sec. 11**. *General Provisions*. (a) Nothing in this order shall be construed to impair or otherwise affect:
  - (i) the authority granted by law to an executive department or agency, or the head thereof; or
  - (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.
- (b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- (c) Independent agencies are strongly encouraged to comply with the provisions of this order.

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(d) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

THE WHITE HOUSE, January 20, 2021.

[FR Doc. 2021–01753 Filed 1–22–21; 11:15 am] Billing code 3295–F1–P

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Incremental Funded Amount ch \$579,980.00 to (b)(4)	anged:	from							
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Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document refe	erenced in Item 9 A or 10	16A.	NAME AND TITLE OF CONTRACTING OFFIC					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B.		CONTRACTOR OF THE SECOND SECON	cisic:	2/15/2022		
(Cignoture of person authorized to piece)			-	(Signature of Contracting Office at		- 1 0	-, 10/2022		

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 68HE0H18A0001/68HERH21F0067/P00003
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 2

NAME OF OFFEROR OR CONTRACTOR Cadmus Group LLC, The

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Contracting Officer changed				
	from Tracey Williams				
	to Doniomin Dolonou				
	to Benjamin Delaney				
	Onsite Contract changed to : N				
	BIB - Infrastructure Bill Funds changed to : N/A				
	CHANGES FOR LINE ITEM NUMBER: 1				
	Obligated Amount for this Modification:				
	(b)(4)				
	Incremental Funded Amount changed from				
	\$579,980.00 to (b)(4)				
	<u> </u>				
	CHANGES FOR ACCOUNTING CODE:				
	21-22-B-58E3-000A46XP3-2505-2158EE0042-001				
	Amount changed from (b)(4) to (b)(4)				
	Percent changed from (b)(4) to (b)(4)				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Period of Performance: 12/19/2020 to 12/18/2021				
999	REQUEST FOR ZERO DOLLAR ACTION				0
	Accounting Info:				
	BFY: 00 Fund: ZERO Budget Org: DOLLAR Program				
	(PRC): ADMIN Budget (BOC): REQ				
	Funding Flag: Complete				
	Funded: \$0.00				
	FOB: Unknown				